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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

AMIR RITCHIE,

Plaintiff,

vs.

EXPERIAN INFORMATION SOLUTIONS
INC.; VERIZON; VERIZON WIRELESS;
CREDIT ONE BANK, N.A.,

Defendants.

Case No.:

18 3423

COMPLAINT

FILED

AUG 13 2018

KATE BARKMAN, Clerk
By _____ Dep. Clerk

Plaintiff, Amir Ritchie (hereinafter "Plaintiff") alleges:

PRELIMINARY STATEMENT

1. This is an action for damages arising from violations of the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.* ("FCRA").

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331 and 15 U.S.C. §1692k (d).
3. Venue is proper in this district under 28 U.S.C §1391(b).

PARTIES

4. Plaintiff is a natural person who at all relevant times has resided in Philadelphia, Pennsylvania.

5. Defendant Experian Information Solutions, Inc. (“Experian”) is a business entity that regularly conducts business in Pennsylvania with its principal place of business as 475 Anton Blvd. Costa Mesa, California 92626.

6. Defendant Verizon (“Verizon”) is a business entity that regularly conducts business in Pennsylvania with its principal place of business located at 500 Technology Drive, Suite 300 Weldon Spring, Missouri 63304.

7. Defendant Verizon Wireless (“VZW”) is a business entity that regularly conducts business in Pennsylvania with its principal place of business located at 1 Verizon Way Basking Ridge, New Jersey 07920.

8. Defendant Credit One Bank, N.A. (“Credit One”) is a business entity that regularly conducts business in Pennsylvania with its principal place of business located at 585 Pilot Road, Las Vegas, Nevada 89119.

BACKGROUND

9. There are two types of reporting entities on consumer credit reports. One type of reporting entity is the credit reporting agency (“CRA”), which reports information about the Plaintiff to users of these credit reports. The second type is called a Furnisher in the credit reporting industry. A Furnisher is a creditor that furnishes information related to its experience with the Plaintiff to the CRAs.

10. Credit reporting activities of both the CRAs and Furnishers are regulated by the FCRA.

11. The FCRA’s purpose is to ensure that CRAs and Furnishers follow proper procedure in ensuring that a consumer’s credit report is reporting accurately.

12. Every credit report contains a number of lines representing a placeholder for a specific Furnisher to report about a debt or credit line incurred by a consumer. These lines are known as trade lines.

13. Trade lines have a number of fields which convey a significant amount of information to prospective creditors and which directly affect FICO credit scores.

14. The Date Opened field represents the date that the consumer opened the underlying account. The Date Opened should remain uniform throughout each credit report disclosing the trade line as this date does not change regardless of whether the original creditor sells the debt to a third party.

15. The Date of Status field represents the day a debt is deemed uncollectible and thus charged off. *Toliver v. Experian Info. Solutions, Inc.*, 973 F. Supp. 2d 707, 725 (S.D. Tex. 2013). The Date of Status corresponds to a separate Status segment of the trade line. The Status segment reveals various forms of information concerning the trade line.

16. The First Reported date reflects the date in which the debt had its first major delinquency or was first reported to the credit bureaus. *Toliver*, 973 F. Supp. 2d 723.

ALLEGATIONS APPLICABLE TO ALL COUNTS

17. This case revolves around three credit reporting errors on Plaintiff's Experian credit report: one inaccurate trade line from Verizon, one inaccurate trade line from VZW, and one inaccurate trade line from Credit One.

18. On or about October 2016, Plaintiff reviewed his Experian credit report listing the three trade lines.

19. The Verizon trade line (#354068452....) listed the Date Opened as September 2014, the Date of Status as September 2016 and the Date First Reported as September 2016.

20. The VZW trade line (#4246428050....) listed Date Opened as October 2014, the Date of Status as September 2016 and the Date First Reported as September 2016.
21. The Credit One trade line (#444796223017....) listed a Date of Status as May 2014.
22. On or about November 2016, Plaintiff again reviewed his credit report and noticed changes.
23. The Verizon trade line listed the Date Opened as September 2014, the Date of Status as October 2016 and the Date First Reported as October 2016.
24. The VZW trade line listed the Date Opened as October 2014, the Date of Status as October 2016 and the Date First Reported as October 2016.
25. The Credit One trade line listed the Date of Status as October 2016.
26. On January 10, 2017, Plaintiff disputed these trade lines and the date changes through counsel.
27. In response to the dispute, Plaintiff's February credit report listed different dates.
28. The Verizon trade line listed the Date Opened as September 2014, the Date of Status as January 2016 and the Date First Reported as January 2016.
29. The VZW trade line listed the Date Opened as October 2014, the Date of Status as December 2016 and the Date First Reported as December 2016.
30. The Credit One trade line listed the Date of Status as January 2017. This trade line also states that the account has been charged off four different times (January 2017, October 2016, May 2014, and April 2014).
31. Verizon, VZW, and Credit One are repeatedly changing dates that should not be changed, and Experian is allowing them to change these dates whenever a consumer disputes information on his or her credit report. There is only one Date Opened and Date First Reported date. In addition, the Date of Status should not change if there has been no activity.

32. In other words, Defendants are penalizing Plaintiff for exercising his statutory right to dispute inaccurate information on her credit report, and re-aging these accounts with every dispute.

33. Verizon did not provide a reasonable investigation into Plaintiff's dispute of its trade line.

34. VZW did not provide a reasonable investigation into Plaintiff's dispute of its trade line.

35. Credit One did not provide a reasonable investigation into Plaintiff's dispute of its trade line.

36. Experian did not provide a reasonable investigation into Plaintiff's dispute of the trade lines.

37. Verizon is reporting false and misleading information concerning the legal status of these alleged debts by changing the dates and re-aging the accounts.

38. VZW is reporting false and misleading information concerning the legal status of these alleged debts by changing the dates and re-aging the accounts.

39. Credit One is reporting false and misleading information concerning the legal status of these alleged debts by changing the dates and re-aging the accounts, and re-aging the accounts in this manner is a violation of the FCRA. *Toliver v. Experian Info. Solutions, Inc.*, 973 F. Supp. 2d 707, 727 (S.D. Tex.2013).

40. Experian would have discovered the misleading information had it conducted a good faith reasonable investigation, or had adequate reporting procedures in place.

41. The reporting of this information negatively reflects on Plaintiff's credit worthiness by lowering his credit score and negatively affecting credit decisions.

COUNT I
VIOLATION OF THE FAIR CREDIT REPORTING ACT
BY EXPERIAN

42. Plaintiff repeats, realleges, and reasserts the allegations contained in the above paragraphs and incorporates them as if specifically set forth at length herein.

43. Defendant Experian prepared, compiled, issued, assembled, transferred, published and otherwise reproduced consumer reports regarding Plaintiff as that term is used and defined under 15 U.S.C. § 1681a.

44. Said reports contained information about Plaintiff that was false, misleading, and inaccurate.

45. Experian negligently and willfully failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to Plaintiff, in violation of 15 U.S.C. § 1681e(b).

46. After receiving Plaintiff's dispute highlighting the errors, Experian negligently and willfully failed to conduct a reasonable investigation as required by 15 U.S.C. § 1681i.

47. As a direct and proximate cause of Experian's negligent failure to perform its duties under the FCRA, Plaintiff has suffered actual damages, mental anguish, humiliation, and embarrassment.

48. Experian's conduct, action and inaction was willful, rendering it liable for actual and statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Experian was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

WHEREFORE, PLAINTIFF PRAYS that this court grant him a judgment against Experian for the greater of statutory or actual damages, plus punitive damages along with costs, interest, and attorney's fees.

COUNT II
VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
BY VERIZON

49. Plaintiff repeats, realleges, and reasserts the allegations contained in the above paragraphs and incorporates them as if specifically set forth at length herein.

50. At all times pertinent hereto, Verizon was a “person” as that term is used and defined under 15 U.S.C. § 1681a.

51. Verizon willfully and negligently supplied Experian with information about Plaintiff that was false, misleading, and inaccurate.

52. Verizon willfully and negligently failed to conduct an investigation of the inaccurate information that Plaintiff disputed.

53. Verizon willfully and negligently failed to report the results of its investigation to Experian.

54. Verizon willfully and negligently failed to properly participate, investigate, and comply with the reinvestigations that were conducted by Experian, concerning the inaccurate information disputed by Plaintiff.

55. Verizon willfully and negligently continued to furnish and disseminate inaccurate and derogatory credit, account, and other information concerning Plaintiff to credit reporting agencies.

56. Verizon willfully and negligently failed to comply with the requirements imposed on furnishers of information pursuant to 15 U.S.C. § 1681s-2(b).

57. Verizon’s conduct, action and inaction was willful, rendering it liable for actual and statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Verizon was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

WHEREFORE, PLAINTIFF PRAYS that this court grant him a judgment against Verizon for the greater of statutory or actual damages, plus punitive damages along with costs, interest, and attorney's fees.

COUNT III
VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
BY VZW

58. Plaintiff repeats, realleges, and reasserts the allegations contained in the above paragraphs and incorporates them as if specifically set forth at length herein.

59. At all times pertinent hereto, VZW was a "person" as that term is used and defined under 15 U.S.C. § 1681a.

60. VZW willfully and negligently supplied Experian with information about Plaintiff that was false, misleading, and inaccurate.

61. VZW willfully and negligently failed to conduct an investigation of the inaccurate information that Plaintiff disputed.

62. VZW willfully and negligently failed to report the results of its investigation to Experian.

63. VZW willfully and negligently failed to properly participate, investigate, and comply with the reinvestigations that were conducted by Experian, concerning the inaccurate information disputed by Plaintiff.

64. VZW willfully and negligently continued to furnish and disseminate inaccurate and derogatory credit, account, and other information concerning Plaintiff to credit reporting agencies.

65. VZW willfully and negligently failed to comply with the requirements imposed on furnishers of information pursuant to 15 U.S.C. § 1681s-2(b).

66. VZW's conduct, action and inaction was willful, rendering it liable for actual and statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C.

§ 1681n. In the alternative, VZW was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

WHEREFORE, PLAINTIFF PRAYS that this court grant him a judgment against VZW for the greater of statutory or actual damages, plus punitive damages along with costs, interest, and attorney's fees.

COUNT IV
VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
BY CREDIT ONE

67. Plaintiff repeats, realleges, and reasserts the allegations contained in the above paragraphs and incorporates them as if specifically set forth at length herein.

68. At all times pertinent hereto, Credit One was a "person" as that term is used and defined under 15 U.S.C. § 1681a.

69. Credit One willfully and negligently supplied Experian with information about Plaintiff that was false, misleading, and inaccurate.

70. Credit One willfully and negligently failed to conduct an investigation of the inaccurate information that Plaintiff disputed.

71. Credit One willfully and negligently failed to report the results of its investigation to Experian.

72. Credit One willfully and negligently failed to properly participate, investigate, and comply with the reinvestigations that were conducted by Experian, concerning the inaccurate information disputed by Plaintiff.

73. Credit One willfully and negligently continued to furnish and disseminate inaccurate and derogatory credit, account, and other information concerning Plaintiff to credit reporting agencies.

74. Credit One willfully and negligently failed to comply with the requirements imposed on furnishers of information pursuant to 15 U.S.C. § 1681s-2(b).

75. Credit One's conduct, action and inaction was willful, rendering it liable for actual and statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Credit One was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

WHEREFORE, PLAINTIFF PRAYS that this court grant him a judgment against Credit One for the greater of statutory or actual damages, plus punitive damages along with costs, interest, and attorney's fees.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues so triable.

Dated this 3rd day of August, 2018.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'N. Linker', is written over a horizontal line.

Nicholas Linker, Esq.

ZEMEL LAW LLC

1373 Broad Street, Suite 203-C

Clifton, New Jersey 07013

T: 862-227-3106

nl@zemellawllc.com

CIVIL COVER SHEET

18-CV-3423

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

AMIR RITCHIE

(b) County of Residence of First Listed Plaintiff Philadelphia
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Zemel Law LLC
1373 Broad Street, Suite 203-C
Clifton, New Jersey 07013 T: 862-227-3106

DEFENDANTS

EXPERIAN INFORMATION SOLUTIONS, INC.; VERIZON; VERIZON WIRELESS; CREDIT ONE BANK, N.A.

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity)

Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.

Brief description of cause
Illegal and false credit reporting

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

08/03/2018

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG JUDGE

AUG 13 2018

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

18**3423****DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 5729 Nassau Rd, Philadelphia, PA 19131Address of Defendant: 475 Anton Blvd, Costa Mesa, CA 92626/ 500 Technology Drive, Suite 300, Weldon Spring, MO 63304/ 1 Verizon Way, Basking Ridge, NJ 07792/ 585 Pilot Rd, Las Vegas, NV 89119Place of Accident, Incident or Transaction: 5729 Nassau Rd, Philadelphia, PA 19131**RELATED CASE, IF ANY:**

Case Number _____ Judge _____ Date Terminated _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | | |
|---|---|------------------------------|--|
| 1 | Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2 | Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3 | Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4 | Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted aboveDATE 08/03/2018N Linker
Attorney-at-Law / Pro Se Plaintiff321521

Attorney I D # (if applicable)

CIVIL: (Place a ✓ in one category only)**A. Federal Question Cases:**

- ☐ 1 Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2 FELA
- ☐ 3 Jones Act-Personal Injury
- ☐ 4 Antitrust
- ☐ 5 Patent
- ☐ 6 Labor-Management Relations
- ☐ 7 Civil Rights
- ☐ 8 Habeas Corpus
- ☐ 9 Securities Act(s) Cases
- ☐ 10 Social Security Review Cases
- ☒ 11 All other Federal Question Cases
(Please specify) FCRA, 15 U.S.C. 1681 et seq.

B. Diversity Jurisdiction Cases:

- ☐ 1 Insurance Contract and Other Contracts
- ☐ 2 Airplane Personal Injury
- ☐ 3 Assault, Defamation
- ☐ 4 Marine Personal Injury
- ☐ 5 Motor Vehicle Personal Injury
- ☐ 6 Other Personal Injury (Please specify) _____
- ☐ 7 Products Liability
- ☐ 8 Products Liability - Asbestos
- ☐ 9 All other Diversity Cases
(Please specify) _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

I, Nicholas Linker, counsel of record or pro se plaintiff, do hereby certify☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs☐ Relief other than monetary damages is soughtDATE 08/03/2018N Linker
Attorney-at-Law / Pro Se Plaintiff321521

Attorney I D # (if applicable)

NOTE A trial de novo will be a trial by jury only if there has been compliance with F R C P 38

AUG 13 2018

RK

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

AMIR RITCHIE

CIVIL ACTION

v.
EXPERIAN INFORMATION SOLUTIONS, INC.,
VERIZON; VERIZON WIRELESS; CREDIT ONE
BANK, N.A.

18. 3423

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>8/3/2018</u>	<u>Nicholas Linker</u>	<u>Plaintiff, Amir Ritchie</u>
Date	Attorney-at-law	Attorney for
<u>862-227-3106</u>	<u>973-282-8603</u>	<u>nl@zemellawllc.com</u>
Telephone	FAX Number	E-Mail Address

(Civ. 660) 10/02

AUG 13 2018